

# **EXHIBIT F**

Highly Confidential Attorneys' Eyes Only

Page 1

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF DELAWARE

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5 TQ DELTA, LLC,

6 Plaintiff

7 vs.

8 2WIRE, INC.,

9 Defendant  
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11  
12 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

13 VIDEOTAPED DEPOSITION OF JONATHAN D. PUTNAM

14 THURSDAY, FEBRUARY 7, 2019

15 GOODWIN PROCTER LLP

16 100 NORTHERN AVENUE

17 BOSTON, MASSACHUSETTS  
18  
19  
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21

22 Reported by: Sandra A. Deschaine, CSR, RPR,

23 CLR, CRA

24 Job No. 154657  
25

1 FEBRUARY 7, 2019

2  
3 9:33 a.m.

4  
5 Videotaped deposition of Jonathan  
6 D. Putnam, held at Goodwin Procter LLP, 100  
7 Northern Avenue, Boston, Massachusetts,  
8 pursuant to Notice, before Sandra A.  
9 Deschaine, a Shorthand Reporter, Registered  
10 Professional Reporter, Certified LiveNote  
11 Reporter, and Notary Public in and for the  
12 Commonwealth of Massachusetts.  
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1 A P P E A R A N C E S:

2  
3 MCANDREWS, HELD & MALLOY

4 Attorneys for Plaintiff:

5 500 West Madison Street

6 Chicago, Illinois 60661

7 BY: THOMAS WIMBISCUS, ESQUIRE

8 PAUL MCANDREWS, ESQUIRE

9  
10 GOODWIN & PROCTER

11 Attorneys for Defendant:

12 Three Embarcadero Center

13 San Francisco, California 94111

14 BY: BRETT SCHUMAN, Esquire

15  
16 Also Present: Awo Agyapong

17 Adam Rhoten

18 Aaron Babcock, videographer

## P R O O C E E D I N G S

THE VIDEOGRAPHER: This the start of tape labeled No. 1 of the videotaped deposition of Dr. Jonathan Putman, in the matter TQ Delta, Inc., versus 2Wire, Inc., in the United States District Court, District of Delaware, No. CA13-CV-18935-RGA. This deposition is being held at Goodwin Procter LLP in Boston, Massachusetts, on 2/7/19 at approximately 9:33 a.m.

My name is Aaron Babcock from TSG Reporting, Inc., and I am the legal video specialist. The court reporter is Sandra Deschaine in association with TSG Reporting.

Will counsel please introduce yourself.

MR. WIMBISCUS: Tom Wimbiscus on behalf of the plaintiff TQ Delta and the witness and with me is Paul McAndrews.

MR. SCHUMAN: Brett Schuman from Goodwin Procter on behalf of Defendant 2Wire, AND with me is Adam Rhoten from Nera.

THE VIDEOGRAPHER: Will the court reporter please swear in the witness.

JONATHAN D. PUTNAM, Deponent,

1 having first been satisfactorily identified  
2 by the production of his Massachusetts  
3 driver's license and duly affirmed by the  
4 Notary Public, was examined and testified as  
5 follows:

6 THE WITNESS: I affirm that, yes.

7 DIRECT EXAMINATION

8 BY MR. SCHUMAN:

9 Q. Good morning, Dr. Putnam.

10 A. Good morning.

11 Q. Nice to see you again.

12 A. Likewise.

13 Q. Are you taking any medication that  
14 would prevent you from proceeding with the  
15 deposition today?

16 A. Not at the moment. I actually  
17 have a cold and I might have to take  
18 something later, but I'll let you know, and I  
19 don't think it's going to interfere with  
20 anything.

21 Q. Okay. Anything that, as of now,  
22 you think would impair your ability to answer  
23 my questions truthfully and fully?

24 A. No.

25 Q. Thank you.

1 price that the parties agree to is consistent  
2 with the division of the value that I've  
3 arrived at, then I would say the contract  
4 supports the division. But the contract is  
5 not going to, itself, illustrate that  
6 division because that's not what contracts  
7 do.

8 Q. So I think I understand what  
9 you're saying. And let me try and ask you.

10 Because it's your opinion that the  
11 fair sharing would be 50/50, is that why you  
12 think the [REDACTED]  
13 [REDACTED] agreements necessarily reflect that  
14 50/50 sharing, even though they don't say  
15 that on the face, because that's what you  
16 think would be fair and now you've got three  
17 agreements?

18 MR. WIMBISCUS: Objection to form  
19 and to the extent it mischaracterizes the  
20 testimony.

21 THE WITNESS: I'm sorry. Could  
22 you read that back?

23 THE REPORTER: "Because it's your  
24 opinion that the fair sharing would be 50/50,  
25 is that why you think the [REDACTED]"

1 [REDACTED] agreement necessarily  
2 reflect that 50/50 sharing, even though they  
3 don't say that on the face, because that's  
4 what you think would be fair and now you've  
5 got three agreements?"

6 THE WITNESS: It's actually a  
7 little hard to parse that question.

8 BY MR. SCHUMAN:

9 Q. Let me try it a different way  
10 then. I'm trying to really just understand  
11 your -- we would agree -- we can agree,  
12 right, that neither the [REDACTED]  
13 [REDACTED] agreement say, anywhere on  
14 them, that they're sharing the value of the  
15 licensed technology 50/50?

16 A. Sure.

17 Q. Right? You agree?

18 A. Yes.

19 Q. And as you testified earlier,  
20 those are the only agreements that you've  
21 looked at in this case with respect to  
22 licenses for relevant -- DSL technology?

23 MR. WIMBISCUS: I'll object to the  
24 extent that mischaracterizes his testimony.

25 A. Those are the licenses that have



1     been produced in this case; they're not the  
2     only ones I looked at, but yes.

3     BY MR. SCHUMAN:

4             Q.     Right. So -- sorry. So going  
5     back a little bit further. What I'm trying  
6     to understand is all the bases for your 50/50  
7     sharing opinion.

8             Well, first of all, all the basis  
9     for your 50/50 sharing opinion are set forth  
10    in your report and it's paragraphs 218  
11    through 222 of your report, right?

12            MR. WIMBISCUS: I'll object to the  
13    extent you left out a paragraph.

14            A.     Yeah, I would guess I would add  
15    223.

16    BY MR. SCHUMAN:

17            Q.     I was going to get to that  
18    one bec- -- sorry to interrupt you.

19            I was going to get to that one  
20    because that was is the 45/55, and I want to  
21    just focus for the moment for the 50/50.

22            A.     Right. Okay. Fair enough.

23            Q.     So 218 through to 222 is the basis  
24    for a your opinion that implementers and  
25    innovators would share the gains that you

1     calculated from DSL technology using your  
2     methodology 50/50, right?

3             A.     Yes, that's the basis.

4             Q.     And you would also agree with me  
5     that, within those paragraphs, there's no  
6     reference to the [REDACTED]  
7     [REDACTED] agreement, right?

8             A.     Of course not, because this is  
9     about the system-wide division of the gains,  
10    not the bargaining between individual  
11    parties, that's right.

12            Q.     So I've seen -- so the answer is  
13    no, right?

14            A.     That's right.

15            Q.     Now I want to come back to the  
16    question that I perhaps asked inarticulately.

17                    It sounds to me like what you're  
18    saying is the [REDACTED]  
19    agreements support, they're not the basis for  
20    your opinion but they support the opinion  
21    you've stated here in paragraphs 218 to 222;  
22    is that right, in your view?

23            A.     I would say they are -- the result  
24    that you get -- I think I would focus on the  
25    results. The result that you get when you

1     apply this assumption and the other  
2     assumptions that I've made together, is a  
3     price that is consistent with the price  
4     observed in the actual license agreements.

5           Q.     All right. So what I'm really  
6     trying to understand is how you think that  
7     the prices in those agreements, which don't  
8     mention 50/50 sharing anywhere, is consistent  
9     with your opinion that implementers and  
10    innovators would share the gains from DSL  
11    technology 50/50.

12           A.     Well, because -- because the  
13    system-wide division of the gains is  
14    completely unrelated to the bargaining  
15    between individual parties. It's an  
16    assumption that's made well upstream.

17                   So it's like saying if I was  
18    trying to predict the price of a car, I would  
19    look at the price of steel and the price of  
20    plastics and the price of labor, and  
21    everything like that. And I might say, I  
22    predict the price of a Chevrolet is \$30,000.  
23    And then I look at how much people pay for a  
24    Chevrolet and it's 31,000. So I would say I  
25    did a pretty good job of predicting the price

1 COMMONWEALTH OF MASSACHUSETTS

2 SUFFOLK, SS.

3 I, Sandra A. Deschaine, Registered  
4 Professional Reporter and Notary Public  
5 within and for the Commonwealth of  
6 Massachusetts at large, do hereby certify:

7 That JONATHAN D. PUTNAM, the witness  
8 whose deposition is hereinbefore set forth,  
9 was duly sworn by me and that such deposition  
10 is a true record of the testimony given by  
11 such witness.

12 That the witness is hereby reading and  
13 signing the deposition transcript.

14 I further certify that I am not related  
15 to any of the parties to this action by blood  
16 or marriage and that I am in no way  
17 interested in the outcome of this matter.

18 IN WITNESS WHEREOF, I have hereunto set  
19 my hand this 20th day of February, 2019.

20  
21 

22 Sandra A. Deschaine, CSR, RPR

23  
24 My Commission Expires

25 July 5, 2024